

Case Name: Stove Repairs

Agent: The landlord's agent responsible for handling property maintenance requests

Consumer: The tenant who reported the defective stove as part of the entry condition report and in subsequent follow-ups.

Case Summary: The tenant reported the faulty stove to the agent in an entry condition report in December and followed up with a letter in January. The stove was not repaired until July after the landlord had given her approval for it to be done. The Tribunal found this delay constituted a breach of the residential tenancy agreement.

Legislation Cited : **Residential Tenancies Act 1999 (NT):**

- *Section 57*: Obliges landlords to keep rental premises in a reasonable state of repair.

- *Section 63*: Requires landlords to act promptly on urgent repair requests.

- **Australian Consumer Law (ACL)**: Provisions against neglect or unfair practices in services.

Outcome: **The Tribunal ruled in favour of tenant, stating that the landlord's failure to repair the premises within a reasonable time was a breach of the tenancy agreement, and emphasized the importance of responding to a request made repair the premises in a timely manner to affirm the rights of the tenants.**

Description of Unethical Practice

- The agent delayed stove repairs for seven months after being notified twice (December and January).
- This inaction violates the landlord's obligation to maintain the property in a habitable condition, as per tenancy laws.
- The delay is morally incorrect as it neglects tenant welfare, potentially causing safety risks and undue inconvenience.

Relationship to Consumer Protection

- Tenants have a legal right to live in a property maintained to a reasonable standard.
- Delayed repairs expose tenants to unfair treatment and unsafe living conditions.
- Consumer protection principles require businesses (including landlords) to meet basic service and safety expectations.

Legislation - Relevant Sections

- **Residential Tenancies Act 1999 (NT):**
- *Section 57*: Requires landlords to ensure premises are in a reasonable state of repair.
- *Section 63*: Outlines obligations to conduct urgent repairs promptly.

	<ul style="list-style-type: none"> - Australian Consumer Law (ACL): Prohibits practices that are misleading or neglectful. -
Conduct Codes	<p>REINT Code of Conduct: Requires agents to act ethically, with diligence and care in managing properties.</p> <ul style="list-style-type: none"> - Fair Trading Principles: Demand transparency and fairness in dealings with tenants and landlords. -
Suggested Best Practice in Agency / Procedures	<p>Implement a Maintenance Request Protocol: Require all repair requests to be logged, reviewed, and resolved within specific timeframes (e.g., urgent repairs within 48 hours).</p> <ul style="list-style-type: none"> - Use property management software to track repair progress and communicate updates to tenants. - Train agents regularly on tenant rights and landlord obligations under NT laws. -
Resources that Can Assist in Creating Best Practice Guidelines	<p>Consumer Affairs NT: Offers guides on tenancy compliance and best practices.</p> <ul style="list-style-type: none"> - Legal Aid NT: Provides advice on tenancy disputes and ethical management. - Real Estate Training Programs: Help agents understand and apply ethical practices and tenancy regulations. - Residential Tenancies Authority (RTA): Offers templates and checklists for repair handling.